

**MINUTES OF A REGULAR MEETING  
OF THE BOARD OF TRUSTEES  
OF THE VILLAGE OF THOMASTON  
May 11, 2020**

The Board of Trustees met on Monday, May 11, 2020 via videoconference at 7:30 p.m.

**Present:** Mayor Steven Weinberg, Deputy Mayor James Sharkey, Trustee To-on Pang, Trustee Jill Monoson, Trustee Burton Weston, and Village Administrator Knowland

**Absent:** None

The Mayor opened the meeting at 7:37 p.m.

Mayor Weinberg read the following statement regarding the procedures for this meeting:

Due to public health and safety concerns related to COVID-19, and pursuant to Governor's Executive Orders, including, without limitation Orders 202.1, 202.10 and 202-15, the Board of Trustees will not be meeting in-person until further notice. Meetings will be held by teleconference and videoconference. Meetings will be recorded, and transcriptions of the recording will be provided at a later date.

The public will have the opportunity to see, and/or hear, the meeting live, by accessing the Zoom meeting at the Zoom address that's listed or by calling (646) 558-8656 Meeting ID: 933 7752 9163, Password: 681998.

If any interested members of the public would like to provide comments on an agenda or public hearing matter, comments may be submitted by email to [clerk@villageofthomaston.org](mailto:clerk@villageofthomaston.org), up to four (4) hours prior to the meeting, called in during the meeting to **(646) 558-8656** and enter **Meeting ID: 933 7752 9163 Password: 681998**, or submitted during the meeting through the written chat section of the Zoom meeting.

Instructions to access the virtual meeting: If you have a computer, tablet or smartphone, you can register, log in and see the video and hear the audio of the live session. You can access the Zoom meeting at web address provided (<https://us02web.zoom.us/j/93377529163?pwd=a1hDcFRZZE5TUEJ1L08yMVQvM09OUT09>) and clicking on "Join a Meeting", and enter Meeting ID: 960 706 758 Password: 681998. You can also call in to the ZOOM meeting at (646) 558-8656 and enter the Meeting ID 933 7752 9163 and Password 681998.

Members of the public who wish to view the virtual meeting should log in with a computer or smartphone 5 minutes before the scheduled meeting time, and will be placed on hold until the meeting starts. Questions about accessing the Zoom videoconference should be emailed to [clerk@villageofthomaston.org](mailto:clerk@villageofthomaston.org).

Please check the meeting Agenda posted on the Village website at [villageofthomaston.org.meeting\\_schedule](http://villageofthomaston.org.meeting_schedule) for further instructions to access the virtual meeting and for updated information.

The Village Administrator will now call the roll for attendance at this meeting by members of the Board and relevant Village staff.

The Village Administrator called the roll.

A quorum of the Board was in attendance, and the Board began the business of this meeting.

**Adoption of Minutes**

RESOLUTION 20-49

Upon motion of Deputy Mayor Sharkey, seconded by Trustee Weston, and unanimously approved, the following resolution was adopted:

RESOLVED, that the minutes of the Board of Trustees meeting held on April 13, 2020 are hereby approved and accepted as presented.

The vote on this resolution was: Mayor Weinberg: Aye Trustee Monoson : Aye  
Deputy Mayor Sharkey: Aye Trustee Pang: Aye  
Trustee Weston: Aye

**2020 Annual Stormwater Report – Proposal from Liro Engineers, Inc.**

The Board reviewed a proposed consulting agreement from Liro Engineers, Inc. (Attachment A) in the amount of \$1,200 for preparation of the 2020 Annual MS4 Report.

RESOLUTION 20-50

Upon motion of Trustee Monoson, seconded by Deputy Mayor Sharkey, and unanimously approved, the following resolution was adopted:

RESOLVED, that the Board of Trustees hereby authorizes the Mayor to execute an agreement, in the amount of \$1200, with Liro Engineers, Inc. for preparation of the 2020 Annual MS4 Report on behalf of the Village.

The vote on this resolution was: Mayor Weinberg: Aye Trustee Monoson : Aye  
Deputy Mayor Sharkey: Aye Trustee Pang: Aye  
Trustee Weston: Aye

**Sign Permits at 661 Northern Boulevard**

RESOLUTION 20-51

On motion of Trustee Weston, seconded by Trustee Monoson, the following resolutions were unanimously adopted:

WHEREAS, on March 12, 2020 the Board of Trustees duly adopted Resolution 20-32 approving an amendment of the incentive use permit, with respect to signage as for 661 Northern Associates, LLC, as long-term lessee of premises 661 Northern Boulevard, Thomaston, also known as Section 2, Block 140, Lot 793 and

WHEREAS, applications for sign permits for such approved signage as depicted on “Biener Ford Signage Details, Drawing labeled SP-1, prepared by John F. Capobianco dated February 4, 2020, were filed with the Board of Trustees during the March 12, 2020 Board of Trustees meeting, and

WHEREAS, the Board, wishing to review the applications, took no action on the applications at that time,

NOW THEREFOR BE IT

RESOLVED, that the Board of Trustees hereby ratifies the action of the Mayor in issuing five (5) sign permits in accordance with the signage plan to 661 Northern Associates, LLC, owner of the property located at 661 Northern Boulevard and also known as Section 2, Block 140, Lot 793 for the permanent signage at the Biener Ford automobile dealership.

The vote on this resolution was: Mayor Weinberg: Aye Trustee Monoson : Aye  
Deputy Mayor Sharkey: Aye Trustee Pang: Aye  
Trustee Weston: Aye

**Public Works Report**

The Mayor read the Public Works Report.

**New Business**

There was no new business.

**Vouchers**

RESOLUTION 20-52

Upon motion of Trustee Pang, by seconded by Trustee Weston, and unanimously approved, the following resolution was adopted:

RESOLVED, that vouchers, in the aggregate amount of \$82,223.12 (as itemized on the Abstract of Vouchers dated Monday, May 11, 2020), are hereby approved for payment, all allocated to the General Fund.

A copy of the approved voucher list is attached to these minutes.

The vote on this resolution was:	Mayor Weinberg:	Aye	Trustee Monoson :	Aye
	Deputy Mayor Sharkey:	Aye	Trustee Pang:	Aye
	Trustee Weston:	Aye		

**Town of North Hempstead Solid Waste Management Authority**

RESOLUTION 20-53

At 7:52 p.m. the Board entered executive session.

On motion of Mayor Weinberg, seconded by Trustee Monoson, the following resolutions were unanimously adopted:

RESOLVED, that the Board of Trustees shall enter into executive session to discuss issues relating to prospective litigation.

The vote on this resolution was:	Mayor Weinberg:	Aye	Trustee Monoson :	Aye
	Deputy Mayor Sharkey:	Aye	Trustee Pang:	Aye
	Trustee Weston:	Aye		

At 8:12 p.m., upon completion of the discussion, the Board returned to public session.

RESOLUTION 20-54

On motion of Mayor Weinberg, seconded by Deputy Mayor Sharkey, the following resolutions were unanimously adopted:

WHEREAS, at its meeting on March 12, 2020, the Board of Trustees discussed various matters pertaining to the Town of North Hempstead Solid Waste Management Authority (“Authority”) and, following such discussion adopted Resolution 20-36, in which the Board determined to terminate the existing agreement between the Village and the Authority, and to exempt the Village from the Town of North Hempstead Sanitation Code, all effective April 30, 2020, and

WHEREAS, pursuant to such Resolution 20-36, the Village gave due notice of such action to the Authority; and

WHEREAS, subsequent to its receipt of such notice, the Authority notified the Village that the Authority disputed the Village’s right to elect exemption from the Town Sanitation Code; and

WHEREAS, discussions thereafter ensued between the Executive Director of the Authority and the Village Attorney regarding the authority of the Village to so act; and

WHEREAS, the Authority and the Village continue to disagree regarding the Village’s authority to so act; and

WHEREAS, the Board of Trustees has reviewed the current impasse regarding that legal issue, and continues to assert the position that in the absence of any agreement not to do so, the Village has authority to claim such exemption at any time it deems appropriate, and

WHEREAS, devoting Village funds and assets to further asserting such exemption at this time would not serve the interests of the Village, and

WHEREAS, withdrawing such exemption claim at this time would not preclude the Village from acting at a future date to claim such exemption as may be authorized by law,

NOW, THEREFORE, BE IT

RESOLVED, effective immediately, and without prejudice to any action or legal position the Board of Trustees of the Village may determine to take with respect to such subject at any appropriate time in the future, the Board of Trustees hereby rescinds paragraphs 2 and 3 in Resolution 20-36, to wit:

“ 2. The Village hereby declares its exemption from the Sanitation Code, effective as of the close of business on April 30, 2020;

3. Pursuant to the provisions of §46-22(B) of the Sanitation Code, the Village hereby further declares and agrees that the Village indemnifies the Town and Authority from responsibility or liability under any applicable New York State law, rule or regulation relating to solid waste collection, disposal or recycling activities conducted or authorized by said Village, including but not limited to New York State Environmental Conservation Law § 27-0107 (Local Solid Waste Management Plans) and 6 NYCRR Part 360, Subpart 15 (Comprehensive Solid Waste Management Planning)”

and it is further

RESOLVED, that in all other respects the aforesaid Resolution 20-36 shall remain in effect, and it is further

RESOLVED, that the Village Administrator is hereby authorized and directed to forthwith send a copy of this resolution to the Supervisor of the Town of North Hempstead, the Clerk of the Town of North Hempstead, the Town Attorney of the Town of North Hempstead, and the Members and Executive Director of the Town of North Hempstead Solid Waste Management Authority.

The vote on this resolution was:	Mayor Weinberg:	Aye	Trustee Monoson :	Aye
	Deputy Mayor Sharkey:	Aye	Trustee Pang:	Aye
	Trustee Weston:	Aye		

**ADJOURNMENT**

At 8:18 p.m., there being no further business, the motion to adjourn was made by Trustee Weston, seconded by Trustee Monoson, and unanimously approved.

Respectfully Submitted,

Denise M. Knowland  
Village Administrator

**INC. VILLAGE OF THOMASTON**

**AUDITED VOUCHERS**

April 14 through May 11, 2020

Type	Date	Num	Name	Amount
Check	04/14/2020	2541	805 N BLVD LLC (Refund of Deposit)	
Check	04/14/2020	2542	NORTH SHORE CHEMISTS LLC (Refund of Deposit)	
Check	04/14/2020	2543	DAVID YAMINS (Refund of Deposit)	
Paycheck	04/17/2020	DD	ALLAN J GRDOVICH	
Paycheck	04/17/2020	DD	ANTHONY J CIAPPA	
Paycheck	04/17/2020	DD	STEVEN G PULSCH	
Paycheck	04/17/2020	DD	CATHERINE M PULTOIAN	
Paycheck	04/17/2020	DD	DAVID B DISTILLI	
Paycheck	04/17/2020	DD	DENISE M KNOWLAND	
Paycheck	04/17/2020	DD	FRANCIS M MORRISEY	
Paycheck	04/17/2020	DD	LINDA M EARLEY	
Paycheck	04/17/2020	DD	WILLIAM MAZURKIEWICZ	
Check	04/17/2020	ET	MICHAEL F. MCNERNEY ARCHITECT PLLC	-805.00
Check	04/17/2020	ET	FRANCOTYP-POSTALIA, INC.	-200.00
Check	04/21/2020	2544	PSEGLI	-539.79
Check	04/21/2020	2545	PSEGLI	-113.00
Check	04/21/2020	2546	NATIONAL GRID	-363.35
Check	04/21/2020	2547	NATIONAL GRID	-483.81
Check	04/21/2020	2548	NATIONAL GRID	-196.26
Check	04/21/2020	2549	NATIONAL GRID	-602.28
Check	04/21/2020	2550	WATER AUTHORITY OF GREAT NECK NORTH	-42.66
Check	04/29/2020	ET	FRANCOTYP-POSTALIA, INC.	-50.00
Paycheck	05/01/2020	DD	ALLAN J GRDOVICH	
Paycheck	05/01/2020	DD	FRANCIS M MORRISEY	
Paycheck	05/01/2020	DD	GERALD P. UMLAUF	
Paycheck	05/01/2020	DD	NEIL G. HICKS	
Paycheck	05/01/2020	DD	STEVEN G PULSCH	
Paycheck	05/01/2020	DD	ANTHONY J CIAPPA	
Paycheck	05/01/2020	DD	CATHERINE M PULTOIAN	
Paycheck	05/01/2020	DD	DAVID B DISTILLI	
Paycheck	05/01/2020	DD	DENISE M KNOWLAND	
Paycheck	05/01/2020	DD	LINDA M EARLEY	
Paycheck	05/01/2020	DD	WILLIAM MAZURKIEWICZ	
Check	05/01/2020	ET	MICHAEL F. MCNERNEY ARCHITECT PLLC	-920.00
Check	05/01/2020	2551	VERIZON	-424.09
Check	05/01/2020	2552	PSEGLI	-53.48
Check	05/11/2020	2553	READYREFRESH BY NESTLE	-21.98
Check	05/11/2020	2554	BLANK SLATE MEDIA LLC	-409.05

Check	05/11/2020	2555	AUTO BARN	-67.90
Check	05/11/2020	2556	LIFFCO INC. POWER EQUIPMENT	-79.96
Check	05/11/2020	2557	MALVESE EQUIPMENT CO., INC.	-735.01
Check	05/11/2020	2558	GLENCO SUPPLY INC	-1,231.65
Check	05/11/2020	2559	COSTELLO'S HARDWARE	-137.39
Check	05/11/2020	2560	VIGILANT FIRE COMPANY	10,219.50
Check	05/11/2020	2561	FRANCOTYP-POSTALIA, INC.	-129.00
Check	05/11/2020	2562	NYS EMPLOYEES' HEALTH INSURANCE	15,231.98
Check	05/11/2020	2563	NATIONAL FIRE & SAFETY SOLUTIONS, INC	-650.00
Check	05/11/2020	2564	SKINNON & FABER, CPA'S, P.C.	-7,368.24
Check	05/11/2020	2565	OLD VILLAGE TREE SERVICE	-3,950.00
Check	05/11/2020	2566	OPTIMUM	-22.00
Check	05/11/2020	2567	STAPLES CREDIT PLAN	-102.08
Check	05/11/2020	2568	PSEGLI	-10.36
Check	05/11/2020	2569	PSEGLI	-257.44
Check	05/11/2020	2570	JANI-KING OF NEW YORK, INC.	-1,140.00
Check	05/11/2020	2571	FINE DETAILING	-150.00
Check	05/11/2020	2572	MEYER, SUOZZI, ENGLISH & KLEIN, P.C.	-4,710.00
Check	05/11/2020	2573	JENNIFER DEVLIN	-320.00
Check	05/11/2020	2574	BUSINESS CARD	-169.81
Check	05/11/2020	2575	BUSINESS CARD	-14.99
Check	05/11/2020	2576	WEX BANK	-439.79
Check	05/11/2020	2577	NCPD	-200.00
				52,561.85
<b>TOTAL</b>				<b>52,561.85</b>

## CONSULTANT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into as of the 30<sup>th</sup> day of April 2020, between **Village of Thomaston** with offices at 100 East Shore Road Great Neck, NY 11023 ("**CLIENT**") and **LiRo Engineers, Inc. with offices at 235 East Jericho Tpke, Mineola, NY 11501 ("**CONSULTANT**")**. Each of **CLIENT** and **CONSULTANT** may be individually referred to as a "party" and collectively as the "parties", as the context so requires.

WHEREAS, **CLIENT** desires to engage **CONSULTANT** for the purpose of providing **the 2020 Annual MS4 Report for the Municipal Separate Stormwater Sewer Systems (MS4), State Pollutant Discharge Elimination System (SPDES) Project (the "Project")**;

WHEREAS, **CONSULTANT** represents that it possesses sufficient skills and experience to perform **the Services in a timely** and professional manner, and

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions herein contained, **the parties agree** as follows:

### ARTICLE 1- SCOPE OF SERVICES

- 1.1 **CONSULTANT** shall perform the Services as set forth in Appendix A.
- 1.2 Additional services are those services that are not part of the Services contemplated in Appendix A. If **CLIENT** shall request additional services of the **CONSULTANT**, the **CLIENT** shall compensate **CONSULTANT** as set forth in Article 3 below.

### ARTICLE 2- TERM OF CONTRACT

- 2.1 The term of this Agreement shall commence on the date first written above and shall remain in full force and effect until the Services are completed, unless sooner terminated. If any **CONSULTANT** Services are required past this planned completion date, **CLIENT**, may extend this Agreement for a term agreed to by the parties.

### ARTICLE 3- PAYMENT FOR SERVICES

- 3.1 For performance of the Services, **CLIENT** shall compensate **CONSULTANT** in a lump sum amount of **\$1,200.00** payable as follows: **CLIENT** shall pay **CONSULTANT** as set forth in **Appendix A**.
- 3.2 **CONSULTANT** shall issue an invoice to **CLIENT** at the completion of services set forth in Appendix A.
- 3.3 For Additional Services the **CLIENT** shall compensate the **CONSULTANT** in accordance with the rates as set forth in Appendix A.

### ARTICLE 4— INDEMNIFICATION/LIMITATION OF LIABILITY

- 4.1 **CONSULTANT** assumes exclusive liability for and shall defend, indemnify, and hold the **CLIENT** harmless from and against the payment of: (i) all contributions, taxes or premiums (including interest and penalties thereon) which may be payable under any and all federal, state and local tax withholding laws measured upon the payroll of, or required to be withheld from, **CONSULTANT** or its subconsultants' employees engaged in the Services; (ii) all sales, use, personal property and other taxes (including interest and penalties thereon) required to be paid or collected by **CONSULTANT** or its subconsultants in connection with the performance of the Services; and (iii) all pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons engaged in the Services.
- 4.2 In no event shall either party be liable to the other party for any special, indirect, incidental, punitive, exemplary or other consequential damages arising out of this Agreement, including, but not limited to, loss of profits or revenues.

### ARTICLE 5- INDEPENDENT CONTRACTOR RELATIONSHIP

- 5.1 It is hereby agreed that **CONSULTANT** is an independent contractor. **CONSULTANT** represents and warrants that all taxes and insurance premiums required by this Agreement or by law will be the sole responsibility of **CONSULTANT**.
- 5.2 **CONSULTANT** is not, for any purpose, an employee or agent of **CLIENT** and **CONSULTANT** shall not make any representation to the contrary, either express or implied. **CONSULTANT** understands and agrees that as an

independent contractor, it does not have any authority to: sign contracts, notes, or obligations, make purchases, or acquire or dispose of any property for or on behalf of CLIENT.

- 5.3 Employees. All employees assigned by CONSULTANT to the Project shall remain employees of CONSULTANT at all times and shall not be deemed to be or designated as employees of CLIENT. CONSULTANT shall pay, or cause to be paid, and CLIENT shall have no liability to pay, the following costs for such employees in connection with the Services provided by CONSULTANT pursuant to this Agreement: social security, income taxes, employee benefits, vacations, holidays, or other employee benefits or taxes incurred by or on behalf of or for the benefit of CONSULTANT or its employees. CLIENT's sole obligation with respect to reimbursement of costs associated with CONSULTANT'S Services is to pay the fees and any approved expenses for such CONSULTANT employee(s) performing Services under this Agreement.

#### **ARTICLE 6— TERMINATION**

- 6.1 Either Party may terminate this Agreement, upon seven (7) days' written notice for any reason, including for convenience. In the event of such termination, CONSULTANT shall be compensated for all costs and expenses rightfully incurred and compensable pursuant to this Agreement.
- 6.2 CONSULTANT may terminate this Agreement, upon seven (7) days' written notice following a material breach by CLIENT, including but not limited to breach of the provisions in Article 3. In the event of such termination, CONSULTANT shall be compensated for all costs and expenses rightfully incurred and compensable pursuant to this Agreement and shall have no further obligations hereunder.

#### **ARTICLE 7— NOTICES**

- 7.1 All notices, demands, requests, consents, approvals and other communications which may or are required to be given by either party under this Agreement must be in writing and sent by United States registered or certified mail, postage prepaid, return receipt requested or a national overnight carrier, and addressed to the party for whom it is intended at its address set forth in the preamble paragraph of this Agreement.

#### **ARTICLE 8- GOVERNING LAW**

- 8.1 This Agreement shall be governed by the laws of New York State. Any action arising out of this Agreement or the Services shall be brought exclusively in the Superior Court of the State of New York, or in the United States District Court for the Southern or Eastern District of New York. Each party hereto and future signatory hereby consents to

#### **ARTICLE 9— SEVERABILITY**

- 9.1 Should any provision of this Agreement be deemed invalid or unenforceable, such provision shall be severed from this Agreement, such that the remaining valid and enforceable provisions remain intact. The parties will endeavor to promptly negotiate a revised term or condition to replace that which was deemed illegal or unenforceable.

#### **ARTICLE 10— ENTIRE AGREEMENT**

- 10.1 This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and completely and fully supersedes all other prior understandings or agreements, both written and oral, between the parties. All previous communications and representations, whether oral or written, including, but not limited to any proposal(s), purchase order(s), and/or invoice(s) are hereby annulled and superseded, except to the extent that any such communications and representations are specifically incorporated in or referred to in this Agreement. This Agreement may be amended, changed, modified or altered only by a written instrument executed by both parties.

#### **ARTICLE 11— MISCELLANEOUS PROVISIONS**

- 11.1 The article titles used herein are inserted solely for purposes of convenience, do not form a part of this Agreement, and will not be construed to qualify, explain, or affect any provision of this Agreement.
- 11.2 This Agreement is binding upon the parties and their heirs, executors, administrators, successors, and assigns.
- 11.3 This Agreement inures to the benefit of and is binding upon the parties hereto and their respective permitted successors and assigns; provided however, that this Agreement will not bind either party until executed by a duly authorized representative of each party.
- 11.4 No delay or omission in the exercise of any right under this Agreement will impair any such right or will be taken, construed or considered as a waiver or relinquishment thereof but any such right may be exercised from time to time



and as often as may be deemed expedient. If any of the terms and conditions are breached and thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed to be a waiver of any other breach under this Agreement.

11.5 This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

11.6 The Parties agree that during the term of this Agreement and for a period of twelve (12) months thereafter they shall not directly or indirectly solicit or recruit the employees of the other Party (or its subsidiaries and affiliates) assigned to work on the Project. Nothing in this clause shall prevent or preclude a Party (or its subsidiaries and affiliates) from recruiting and hiring individuals through normal employment practices such as newspaper or internet advertisements.

**[SIGNATURE] PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Agreement in duplicate, one to be held by each of the signatories below:

**CLIENT:**  
**Village of Thomaston**

By:

Name:

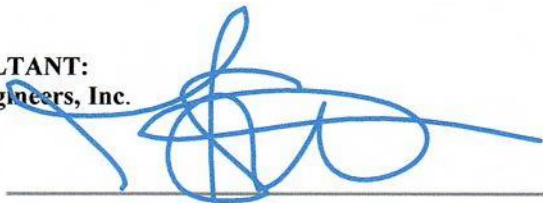
Title:

**CONSULTANT:**  
**LiRo Engineers, Inc.**

By:

Name:

Title:



Michael P. Smith, P.E.

Senior Vice President



**LiRo Engineers, Inc-**  
A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 [www.lro.com](http://www.lro.com)

March 24, 2020

Mayor Steven Weinberg  
Village of Thomaston  
100 East Shore Road  
Great Neck, NY 11023  
(516) 482-3110

Re: 2020 Annual MS4 Report Proposal

Dear Mayor Weinberg:

LiRo Engineers, Inc. (LiRo) respectfully submits this letter proposal to provide services to assist the Village of Thomaston in fulfilling its obligations under Municipal Separate Stormwater Sewer Systems (MS4), State Pollutant Discharge Elimination System (SPDES). We will prepare the 2020 Annual Report for MS4 SPDES No: NYR20A443.

We propose a lump sum fee of \$1,200.00 for services to perform the work. We can provide a General Conditions of Service or use a standard Village supplied General Conditions.

Should you have additional questions, please do not hesitate to contact me via (516) 746-2350 or [tsei@lro.com](mailto:tsei@lro.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Tse'.

Jason Tse, P.E.  
Civil Engineer

cc: Paul Stevens, P.E., LiRo  
Denise Knowland, Thomaston